

**EXHIBIT
B**

EXHIBIT B

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT is made and entered into as of January 16, 2025 (as amended, supplemented, or otherwise modified, this “Support Agreement” or “Plan Support”) as contemplated by the Plan of Reorganization (the “Plan”). This agreement is annexed as Exhibit “B” to the Plan and Disclosure Statement filed of even date therewith, which effectuates the restructuring of the Debtor’s liabilities to creditors (the “Restructuring.” Each party to this Support Agreement may be referred to as a “Party” and, collectively, as the “Parties.”

Section 1. Restructuring.

1.1. Support of the Restructuring

(a) Under the terms of the Plan, the Plan Supporters shall make each and every plan payment required to be made by the Debtor to all classes of creditors under the Plan as described in the Disclosure Statement as follows:

b) Plan Supporters agree: (i) to take any and all necessary and appropriate actions in furtherance of the Restructuring contemplated under this Support Agreement, (ii) to assist in the solicitation for acceptances of the Plan in accordance with the terms of this Support Agreement (the “Solicitation”); (iii) assist in seeking approval of the Disclosure Statement and confirmation of the Plan, (iv) to take any and all necessary and appropriate actions in furtherance of all of the restructuring transactions contemplated under this Support Agreement.

(c) Each of the Parties agrees, severally and not jointly, that, unless this Support Agreement is terminated in accordance with the terms hereof, and except with respect to the exercise of its rights hereunder, it will not take any action that would interfere with, delay, or postpone the effectuation of the Restructuring contemplated by this Support Agreement and the Term Sheet and, if necessary, confirmation and consummation of the Plan and implementation of the restructuring transactions contemplated thereunder.

Section 2. Termination Events.

2.1. Plan Supporter Termination Events.

The occurrence of any of the following shall be a “Plan Supporter Termination Event”:

(a) any court of competent jurisdiction or other competent governmental or regulatory authority issues a final, non-appealable order making illegal or otherwise preventing or prohibiting the consummation of the transactions contemplated in the Term Sheet or any of the Definitive Documentation in a way that cannot be reasonably remedied by the Company subject to the reasonable satisfaction of the Steering Committee;

(b) Reserved

(c) Reserved

(d) Reserved

2.2. Consensual Termination.

Reserved.

2.6. Limitation on Termination.

No occurrence shall constitute a Termination Event if such occurrence is the result of the action or omission of the Party seeking to terminate this Support Agreement. Moreover, once the Plan is confirmed by a final, non-appealable order, no termination event will result in the termination of this Agreement, and the Plan Supporters shall be irrevocably bound under its terms.

Section 3. Condition Precedent to Support Agreement.

The obligations of the Parties and the effectiveness hereof are subject to the execution and delivery of signature pages for this Support Agreement by each of (a) the Debtor and (b) the Plan Supporters and the entry of a final, non-appealable order of confirmation, and if appealed, no stay is provided including the injunctive provisions as presently constituted in the Plan and otherwise materially comporting with the Plan.

Section 4. Representations, Warranties, and Covenants.

4.1. Power and Authority.

Each Party, severally and not jointly, represents, warrants, and covenants to the other that, as of the date of this Support Agreement, (i) such Party has and shall maintain all requisite corporate, partnership, or limited liability company power and authority to enter into this Support Agreement and to carry out the transactions contemplated by, and perform its respective obligations under this Support Agreement and (ii) the execution and delivery of this Support Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action on its part.

5.2. Enforceability.

Each Party, severally and not jointly, represents, warrants, and covenants to the other, jointly and severally, represent, warrant and covenant to the other, that this Support Agreement is the legally valid and binding obligation of it, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws limiting creditors' rights generally or by equitable principles relating to enforceability or ruling of the Bankruptcy Court.

Section 6. Remedies.

It is understood and agreed by each of the Parties that any breach of this Support Agreement by a Plan Support Party would give rise to irreparable harm to the other for which monetary damages would not be an adequate remedy and accordingly, the Parties agree that, in addition to any other remedies, the Debtor and Plan Supporters shall be entitled to specific performance and injunctive or other equitable relief for any such breach.

Section 7. Acknowledgments.

- (a) This Support Agreement and the Plan and transactions contemplated herein and therein are the product of negotiations among the Parties, together with their respective representatives. Notwithstanding anything herein to the contrary, this Support Agreement is not, and shall not be deemed to be, a solicitation of votes for the acceptance of the Plan or any plan of reorganization for the purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise.

Section 8. Miscellaneous Terms.

8.1. Assignment; Transfer Restrictions. This agreement is non-assignable by any Party.

8.2. No Third-Party Beneficiaries.

Unless expressly stated herein, this Support Agreement shall be solely for the benefit of the Debtor and the Plan Supporters. No other person or entity shall be a third-party beneficiary.

8.3. Entire Agreement.

This Support Agreement, annexed as Exhibit B to the Disclosure Statement and the Plan, constitutes the entire agreement of the Parties with respect to the subject matter of this Support Agreement, and supersedes all other prior negotiations, agreements, and understandings, whether written or oral, among the Parties with respect to the subject matter of this Support Agreement and the Plan.

8.4. Counterparts.

This Support Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed signature page of this Support Agreement by email or facsimile transmission shall be as effective as delivery of a manually executed counterpart hereof.

8.5. Settlement Discussions.

This Support Agreement is part of a proposed settlement of disputes among the Parties hereto. Nothing herein shall be deemed to be an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Support Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Support Agreement or in connection with the confirmation of the Plan.

8.6. Governing Law; Waiver of Jury Trial.

(a) The Parties waive all rights to trial by jury in any jurisdiction in any action, suit, or proceeding brought to resolve any dispute between the Parties arising out of this Support Agreement, whether sounding in contract, tort, or otherwise.

(b) This Support Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, under the Chapter 11 Case, the Bankruptcy Code, without regard to any conflicts of law provision which would require the application of the law of any other jurisdiction. By its execution and delivery of this Support Agreement, each Party hereby irrevocably and unconditionally agrees for itself (i) that, subject to Section 8.6(c) hereof, any legal action, suit, or proceeding against it with respect to any matter under or arising out of or in connection with this Support Agreement or for

recognition or enforcement of any judgment rendered in any such action, suit or proceeding, may be brought in any state or federal court of competent jurisdiction Tarrant County, Texas, (ii) that it consents to the personal jurisdiction of the Bankruptcy Court in connection with the Chapter 11 Case, and (iii) by execution and delivery of this Support Agreement, each of the Parties hereby irrevocably accepts and submits itself to the nonexclusive jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceedings, including the Chapter 11 Case.

(c) Notwithstanding the foregoing, nothing in subsections 8.6(a) or (b) hereof shall limit the authority of the Bankruptcy Court to hear any matter related to or arising out of this Support Agreement.

8.8. Successors.

This Support Agreement is intended to bind the Parties and inures to the benefit of the Restructuring Support Parties and the Debtor and each of their respective successors, assigns, heirs, executors, administrators, and representatives.

8.9. Nature of Obligations.

Notwithstanding anything to the contrary herein, any obligations of the Restructuring Support Parties contained herein are several in nature and not joint obligations.

8.10. Acknowledgment of Counsel.

Each of the Parties acknowledges that it has been represented by counsel (or had the opportunity to and waived its right to do so) in connection with this Support Agreement and the transactions contemplated by this Support Agreement. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Support Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived. The provisions of this Support Agreement shall be interpreted in a reasonable manner to effect the intent of the parties hereto. No Party shall have any term or provision construed against such Party solely by reason of such Party having drafted the same.

8.11. Amendments, Modifications, Waivers.

(a) This Support Agreement (including, without limitation, the Term Sheet) may only be modified, amended, or supplemented, and any of the terms thereof may only be waived by an agreement in writing signed by each of the Parties hereto.

8.12. Severability of Provisions.

If any provision of this Support Agreement for any reason is held to be invalid, illegal, or unenforceable in any respect, that provision shall not affect the validity, legality, or enforceability of any other provision of this Support Agreement.

8.13. Notices.

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given when: (a) delivered personally or by overnight courier to the applicable addresses set forth below; or (b) sent by facsimile transmission or email to the parties listed below with a confirmatory copy

delivered by overnight courier.

IN WITNESS WHEREOF, the parties hereto have caused this Support Agreement to be executed and delivered by their respective duly authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.

By: ERIC RALLS

Title: Debtor

By: EARTHSNAP, INC.

Title: Debtor

PLAN SUPPORTERS:

DIGITAL EARTH MEDIA, INC,

By: _____
Its Authorized Officer

EARTH COM, INC.

By: _____
Its Authorized Officer

METAVERSAL KNOWLEDGE, INC.

By: _____
Its Authorized Officer

GREENMIND, LLC

By: _____
Its Authorized Officer